FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

## Summary Information

**Permit No:** F00156746-E **Type of Permit:** FILMING **Release Date:** 10/28/2019

| | |
|---|---|
| **Production Company** | EFT MEDIA PRODUCTIONS LLC DBA EVOLUTION MEDIA |
| **Insured Company Name** | EFT MEDIA PRODUCTIONS LLC DBA EVOLUTION MEDIA |
| Contact Phone No. 1 | 818-260-0300 |
| Contact Phone No. 2 | |
| Fax | 3310 W. VANOWEN ST |
| Address | BURBANK, California 91505 |
| **Production Title** | BOTCHED 6 |
| **Type of Production** | TV Reality |

| | |
|---|---|
| **Producer** | Louis Boyd |
| **Director** | Beth Kochendorfer |
| **1st AD** | Louis Boyd |
| **Production Manager** | Victoria Van Vleet |
| **FilmL.A. Coordinator** | Sarah Neubauer |
| **Location Manager** | Reilly Dinius |
| Primary Phone | Mobile - (626) 255-1664 |
| Secondary Phone | |
| **Location Assistant** | Niko Perez |
| Primary Phone | Mobile - 787-635-5778 |
| Secondary Phone | |

### Fees

| | | | |
|---|---|---|---|
| Notification Charge | $0.00 | **Total Permit Fee** | $111.00 |
| FILMLA NON-REFUNDABLE FILM PERMIT RIDER FEE | $111.00 | **Number of Locations** | 3 |

NOT A PERMIT

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www.filmla.com

## Summary Information — Location



**Permit Number** F00156746-E
**Production Company** EFT MEDIA PRODUCTIONS LLC DBA ...
**Insured Company** EFT MEDIA PRODUCTIONS LLC DBA ...
**Production Title** BOTCHED 6

**Location Manager** Reilly Dinius
**Primary Phone** Mobile - (626) 255-1664
**Secondary Phone**

**Location Address** Via Lido & 32nd Street, Newport Beach, CA, 92663

**Location Type** Intersection

**Film Dates** 10/29/2019 - 10/29/2019 09:00 - 12:00 1 day

**Open or Closed to the Public** Open

**Generic Conditions** **THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.**
All vehicles must be parked on private property
FAA (UAS): Failure to adhere to any applicable limitations of UAS usage will result in immediate shutdown of UAS activity
FAA (UAS): UAS may not be operated directly over any person, unless authorized by FAA
FAA (UAS): UAS must be operated at an altitude of no more than 400' above ground level
FAA (UAS): UAS operations may not be conducted during night (1/2 hour prior to sunrise, 1/2 hour after sunset).
FAA (UAS): UAS Operator must conform with all FAA Regulations
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

**Please see attached documents** DRONE DOCS 156746 small.pdf
Newport Beach Permit Conditions.pdf

**Equipment on Location**

| Type | Quantity |
|---|---|
| Cast/Crew vehicles | 4 |

**Personnel on Location**

| Type | Quantity |
|---|---|
| Cast | 2 |
| Crew | 12 |

**Filming Activities** Aerial Photography with remote control aircraft. (UAS); Camera on sticks; Exterior establishing shots; Handheld equipment; Interior and exterior dialogue; Interior and exterior motion without sound; DRONE ON 10/29 ONLY;

**Jurisdiction** **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

**Approvals** NEWPORT BEACH Monique Navarrete

**Parking**
**Base Camp**
Location Type : Filming Location

**Crew Parking**
Location Type : Filming Location

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www.filmla.com

## Summary Information — Location

**Location 2 of 3** 

**Permit Number** F00156746-E
**Production Company** EFT MEDIA PRODUCTIONS LLC DBA ...
**Insured Company** EFT MEDIA PRODUCTIONS LLC DBA ...
**Production Title** BOTCHED 6

**Location Manager** Reilly Dinius
Primary Phone Mobile - (626) 255-1664
Secondary Phone

**Location Address** 1649 Westcliff Dr, Newport Beach, CA, 92660

**Location Type** Store front

**Film Dates** 10/29/2019 - 10/29/2019 08:00 - 20:00 1 day

**Open or Closed to the Public** Closed

**Generic Conditions** **THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.**
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

**Please see attached documents** 1649 Westcliff Dr - Location Agreements (002) small.pdf
Newport Beach Permit Conditions.pdf

**Equipment on Location**

| Type | Quantity |
|---|---|
| Cast/Crew vehicles | 4 |

**Personnel on Location**

| Type | Quantity |
|---|---|
| Cast | 2 |
| Crew | 12 |

**Filming Activities** Camera on sticks; Exterior establishing shots; Handheld equipment; Interior and exterior dialogue; Interior and exterior motion without sound;

**Jurisdiction** **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

**Approvals** NEWPORT BEACH — Monique Navarrete

**Parking**
**Base Camp**
Location Type : Filming Location

**Crew Parking**
Location Type : Filming Location

NOT A PERMIT

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

## Summary Information — Location

**Location 3 of 3** 

**Permit Number** F00156746-E
**Production Company** EFT MEDIA PRODUCTIONS LLC DBA ...
**Insured Company** EFT MEDIA PRODUCTIONS LLC DBA ...
**Production Title** BOTCHED 6

**Location Manager** Reilly Dinius
Primary Phone Mobile - (626) 255-1664
Secondary Phone

**Location Address** 1807 Westcliff Dr, Newport Beach, CA, 92660

**Location Type** Bakeshop

**Film Dates** 10/29/2019 - 10/29/2019 08:00 - 20:00 1 day

**Open or Closed to the Public** Closed

**Generic Conditions** **THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.**
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

**Please see attached documents** 1807 Westcliff Dr - Location Agreements (002) small.pdf
Newport Beach Permit Conditions.pdf

**Equipment on Location**

| Type | Quantity |
|---|---|
| Cast/Crew vehicles | 4 |

**Personnel on Location**

| Type | Quantity |
|---|---|
| Cast | 2 |
| Crew | 12 |

**Filming Activities** Camera on sticks; Exterior establishing shots; Handheld equipment; Interior and exterior dialogue; Interior and exterior motion without sound;

**Jurisdiction** **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

**Approvals** NEWPORT BEACH — Monique Navarrete

**Parking**
**Base Camp**
Location Type : Filming Location

**Crew Parking**
Location Type : Filming Location

NOT A PERMIT

Permit #F00156746-E

# UAS QUESTIONNAIRE

FilmLA Permit #:

(FOR MORE THAN 2 LOCATIONS, PLEASE LIST ADDITIONAL LOCATIONS, DATES, AND TIMES ON A SEPARATE PIECE OF PAPER)

Film Date: 10/29/19 Production Title: Botched

Production Company: EFT Media Productions Applicant Name: Mark Grzesiuk

Location Address: Via Lido & 32nd st. Newport Beach, CA 92663 Hours of UAS Activity: 0930 - 12000

Location Address #2: Hours of UAS Activity:

UAS Company Name: CineDrones

## UAS ON LOCATION INFORMATION

ANY RESTRICTED AREAS OR TEMPORARY FLIGHT RESTRICTIONS? ☐ YES ☐ NO

UAS Make & Model: DJI INSPIRE 2 UAS "N" # or registration #: FA3CE774NK

UAS Make & Model: DJI INSPIRE 2 UAS "N" # or registration #: FA3WYRNYEN

Class of Airspace that activity will occur in: ☐ B ☒ C ☐ D ☐ E ☐ G

**REMINDER:** IF YOU ARE FLYING IN CLASS B, C, D, OR E AIRSPACE, ATC AUTHORIZATION IS REQUIRED FOR ALL UAS ACTIVITY.

## UAS OPERATING AUTHORITY:

☒ 14 CFR PART 107 ☐ TITLE 49 (STUDENTS ONLY)

### PART 107 REQUIREMENTS

Name of Remote Pilot: Mike Fortin, Aaron Cohan

Remote Pilot Phone #: 310-905-9195

Certificate #: 3902694; 3903448

Visual Observer: ☐ YES ☐ NO

**PLEASE PROVIDE THE FOLLOWING:**

- Copy of Remote Pilot's Certificate
- Copy of UAS Registration Certificate for each UAS listed above
- Description of Planned Operations
- Current Knowledge Test, if Airman Certificate is more than 2 years old

### TITLE 49 REQUIREMENTS (STUDENTS ONLY)

Applies to **students enrolled at an accredited educational institution**, operating under "Hobbyist" rules. **May not be used for any commercial filming.**

Name of Operator: Operator's Phone #:

Name of School:

**PLEASE PROVIDE THE FOLLOWING:**

- Copy of UAS Registration
- Detailed description of proposed UAS activities
- Name of community-based organization's safety guidelines under which you will be operating
- Required insurance
- Certification letter from school (on school stationary)

## WAIVERS

If you are requesting any of the following activity, please check all that apply and furnish proof of waiver from the FAA upon submission of this document to FilmLA. **Please note, students may not apply for FAA waivers under Title 49.**

☐ Flight over non-participants (§107.39) ☐ Flight altitude restrictions (§107.51) ☐ Night Flight (§107.29)

☐ Operating from a moving vehicle (§107.25) ☐ Operating multiple small UAS' (§107.35)

### *FilmLA USE Only*

**PART 107 CERTIFICATE**

☐ INSURANCE
☐ DOCS ATTACHED TO PERMIT
☐ REMOTE PILOT CERTIFICATE
☐ UAS REGISTRATION CERTIFICATE(S)
☐ WAIVERS
☐ DESCRIPTION OF OPS.
☐ ATC COORDINATOR NOTE

**TITLE 49 REQUIREMENTS**

☐ UAS REGISTRATION
☐ DESC. UAS ACTIVITIES
☐ COMMUNITY GUIDELINES
☐ INSURANCE
☐ SCHOOL LETTER

☐ _____ I ASSERT THAT ALL INFORMATION ON THIS FORM IS ACCURATE.

(APPLICANT)

UPDATED: 3/11/2019

NOT A PERMIT

**107/333 MOTION PICTURE UAS PLAN OF ACTIVITIES**

**Botched**

**Date/Time**: 10/29/19

**Waiver Holder**: CineDrones, LLC

**Telephone**: CineDrones Office: (310) 905-9195

**Address**: 17800 S Main St #406 Gardena, CA 90248

**Exemption** # 11279 **COA** # FAA-2014-0798-333E

**sUAS Pilot/s**: Michael Fortin ; Aaron Cohan **Certificate:** #3902694 ; #3903448

**Production Company: EFT Media Productions**

**Location of Flights**: **Via Lido & 32nd St**
**Newport Beach, CA 92663**
**33°36'58.8"N 117°55'35.6"W**

**Aircraft in Operation**: DJI Inspire 2 (Registrations Attached Separately)

**GENERAL OUTLINE**: UAS will be used to film aerials below 400ft AGL in a secured and locked down area of referenced location. The UAS will have a secured safety takeoff and landing zone in which no one will be allowed within 50ft while operations are in progress except those individuals directly related to the UAS operations.

All participants of the production will be involved in a safety brief and rehearsal. All non-participants will be avoided at all times

**Permissions and Closures:** All permissions and permits are in place and on file with locations coordinator and property owners. Local and or State Law Enforcement has been notified and in place for Interim Traffic Closure should it be needed. Production will lock down areas accessible by pedestrians.

Film Permit is pending FAA POA approval.

**ACCIDENT NOTIFICATION TELEPHONE NUMBERS**:

- NTSB WEST: 844-373-9922

NOT A PERMIT

- F.A.A. REGIONAL COMMUNICATIONS CENTER: 310-725-3580
- VNY FSDO: 818-904-6291
- LAX FSDO: 310-725-6600
- FRESNO FSDO: 559-454-0286 858-502-9882
- KSAN FSDO: 858-502-9882
- Emergency: 911

**SIGNATURE**:

**Maps and Areas of Flight:**

NOT A PERMIT

I UNITED STATES OF AMERICA XI

DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME

MICHAEL HENRY FORTIN

V ADDRESS 11298 TAVENER AVE
CULVER CITY CA 90230-4530

VI NATIONALITY USA

IVa D.O.B. 26 FEB 1976

| SEX | HEIGHT | WEIGHT | HAIR | EYES |
|---|---|---|---|---|
| M | 77 | 220 | RED | GREEN |

IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II REMOTE PILOT

III CERTIFICATE NUMBER 3902694

X DATE OF ISSUE 29 AUG 2016

XIV

VIII ADMINISTRATOR

U A S

MICHAEL HENRY FORTIN

3902694

XII RATINGS

REMOTE PILOT
SMALL UNMANNED AIRCRAFT SYSTEM

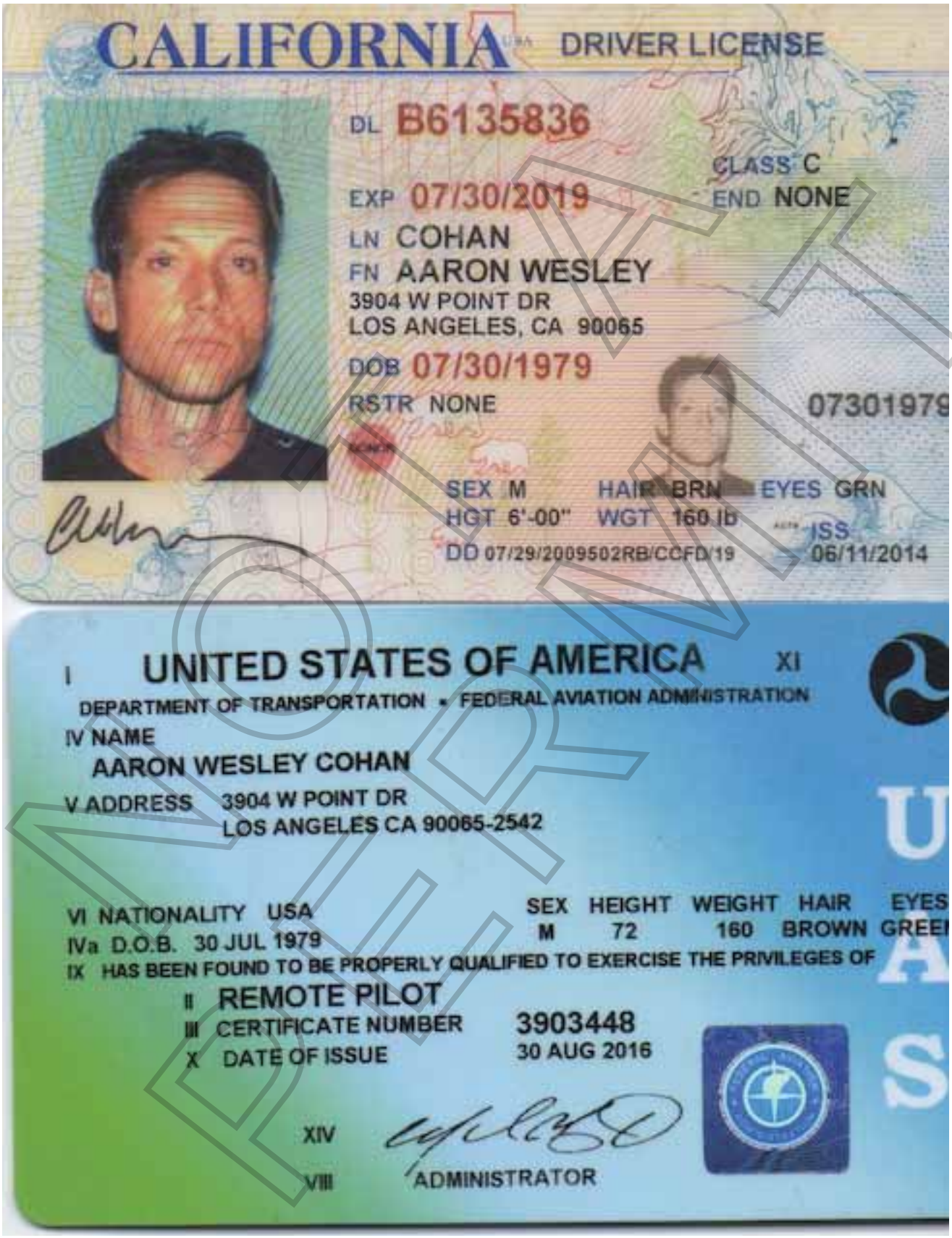
XIII LIMITATIONS

U A S

VII SIGNATURE OF HOLDER

SAMPLE

Permit #F00156746-E



CALIFORNIA USA DRIVER LICENSE

DL B6135836

CLASS C

EXP 07/30/2019

END NONE

LN COHAN

FN AARON WESLEY

3904 W POINT DR

LOS ANGELES, CA 90065

DOB 07/30/1979

RSTR NONE

07301979

SEX M HAIR BRN EYES GRN

HGT 6'-00" WGT 160 lb

DD 07/29/2009502RB/CCFD/19

ISS 06/11/2014

I UNITED STATES OF AMERICA XI

DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME

AARON WESLEY COHAN

V ADDRESS 3904 W POINT DR

LOS ANGELES CA 90065-2542

VI NATIONALITY USA

IVa D.O.B. 30 JUL 1979

| SEX | HEIGHT | WEIGHT | HAIR | EYES |
|---|---|---|---|---|
| M | 72 | 160 | BROWN | GREEN |

IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II REMOTE PILOT

III CERTIFICATE NUMBER 3903448

X DATE OF ISSUE 30 AUG 2016

XIV

VIII ADMINISTRATOR

NOT A PERMIT

NOT A PERMIT

## Small UAS Certificate of Registration

Name: CineDrones

Manufacturer: DJI

Model: INSPIRE 2

Serial Number: 09Y3G2T004H008

Certificate Number: FA3CE774NK

Issued: 04/10/2019 Expires: 04/10/2022

*For U.S. citizens, permanent residents, and certain non-citizen U.S. corporations, this document constitutes a Certificate of Registration. For all others, this document represents a recognition of ownership.*

*For all holders, for all operations other than as a model aircraft under sec. 336 of Pub. L. 112-95, additional safety authority from FAA and economic authority from DOT may be required.*

*This Small UAS Certificate of Registration is not an authorization to conduct flight operations with an unmanned aircraft. Operations must be conducted in accordance with the applicable FAA requirements. The operator of the aircraft is responsible for knowing and understanding what those requirements are. For more information on flying for non-model purposes, please visit the FAA website at www.faa.gov/uas*

**Federal Aviation Administration**

Permit #F00156746-E

# Certificate of Achievement

***This is to certify that***

## Michael H Fortin

***has successfully completed the***

***FAA Safety Team Aviation Learning Center Online Course***

*Part 107 Small Unmanned Aircraft Systems (Small Uas) Recurrent*

Course Number ALC-515

Presented by Online Courses

December 4, 2018

**Federal Aviation Administration**

Certificate Number 0804541-20181204-00515

Valerie G Palazzolo, National Manager, FAA Safety Team

PROOF

Permit #F00156746-E

# U.S. DEPARTMENT OF TRANSPORTATION
## Federal Aviation Administration
## Airman Knowledge Test Report

**NAME:** Cohan, Aaron Wesley
**APPLICANT ID:** 07301979 **EXAM ID:** 900806201859368 42
**EXAM:** Unmanned Aircraft - Recurrent ( UGR )
**EXAM DATE:** 08/06/2018 **EXAM SITE:** ABS90301
**SCORE:** 95% **GRADE:** PASS **TAKE:** 1

Learning statement codes listed below represent incorrectly answered questions. Learning statement codes and their associated statements can be found at www.faa.gov/training_testing/testing/media/LearningStatementReferenceGuide.pdf

Reference material associated with the learning statement codes can be found in the appropriate knowledge test guide at www.faa.gov/training_testing/testing/test_guides

A single code may represent more than one incorrect response.
PLT530

(emboss)

**EXPIRATION DATE:** 08/31/2020

**DO NOT LOSE THIS REPORT**

---

AUTHORIZED INSTRUCTOR'S STATEMENT: (If applicable)
On_____(date) I gave the above named applicant _____ hours of additional instruction, covering each subject area shown to be deficient, and consider the applicant competent to pass the test.

Name _____ Initial _____ Cert. No. _____ Type _____
*(print clearly)*

Signature _____

**FRAUDULENT ALTERATION OF THIS FORM BY ANY PERSON IS A BASIS FOR SUSPENSION OR REVOCATION OF ANY CERTIFICATES OR RATINGS HELD BY THAT PERSON.**

**ISSUED BY: PSI Services LLC**
**FEDERAL AVIATION ADMINISTRATION**
**THIS INFORMATION IS PROTECTED BY THE PRIVACY ACT. FOR OFFICIAL USE ONLY.**

NO PERMIT

Skyward
A Verizon company

An authorized intermediary for the
Federal Aviation Administration
USS program

# Notice of Authorization

Operation Date
Tuesday, October 29th 2019

Pilot In Command
Mike Fortin
david@cinedrones.com
3173718497

Beginning Time
09:00 PDT (1600 UTC)

Ending Time
12:00 PDT (1900 UTC)

Conditions Of Authorization

- Maintain visual line of sight
- Aircraft speed not to exceed 100 mph
- Do not fly over non-participants
- Do not exceed maximum altitude
- Ensure there are no TFRs before flying
- The weather ceiling must be above 1,000 feet AGL when flying in Class E airspace

Airspace and maximum altitudes

1. **SNA 50$^{ft}$** - **FAA Ref#:** SKDFRL9QD

In accordance with Title 14 CFR Part 107.41, your operation is authorized within the designated airspace and timeframe constraints. Altitude limits are absolute values above ground level which shall not be added to the height of any structures. This Authorization is subject to cancellation at any time upon notice by the FAA Administrator or his/her authorized representative. This Authorization does not constitute a waiver of any State law or local ordinance. Mike Fortin is the person designated as responsible for the overall safety of UAS operations under this Authorization. During UAS operations for on-site communication/recall, Mike Fortin shall be continuously available for direct contact at 3173718497 by ATC or designated representative. Remote pilots are responsible to check the airspace they are operating in and comply with all restrictions that may be present in accordance with 14 CFR 107.45 and 107.49 (a)(2), such as restricted and Prohibited Airspace, Temporary Flight Restrictions, etc. Operations are not authorized in Class E airspace when there is a weather ceiling less than 1,000 feet AGL. If the UAS loses communications or loses its GPS signal, it must return to a predetermined location within the operating area and land. The pilot in command must abort the flight in the event of unpredicted obstacles or emergencies.

Issue Date:
Thursday, October 17th 2019 22:47 UTC

Submitted By:
Mike Fortin
through Skyward.io

NOT A PERMIT

NOT A PERMIT

## Small UAS Certificate of Registration

Name: CineDrones

Manufacturer: DJI

Model: INSPIRE 2

Serial Number: 09Y3G2T004H008

Certificate Number: FA3CE774NK

Issued: 04/10/2019 Expires: 04/10/2022

*For U.S. citizens, permanent residents, and certain non-citizen U.S. corporations, this document constitutes a Certificate of Registration. For all others, this document represents a recognition of ownership.*

*For all holders, for all operations other than as a model aircraft under sec. 336 of Pub. L. 112-95, additional safety authority from FAA and economic authority from DOT may be required.*

*This Small UAS Certificate of Registration is not an authorization to conduct flight operations with an unmanned aircraft. Operations must be conducted in accordance with the applicable FAA requirements. The operator of the aircraft is responsible for knowing and understanding what those requirements are. For more information on flying for non-model purposes, please visit the FAA website at www.faa.gov/uas*

**Federal Aviation Administration**

Permit #F00156746-E

## NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

Permit #F00156746-E

EFT MEDIA PRODUCTIONS LLC
d/b/a EVOLUTION MEDIA
3310 W. Vanowen Street
Burbank, California 91505-1239

Participant: _____

Loc Name: _____

Shoot Date: _____ BG / RV

FOR EVOLUTION USE ONLY

## LOCATION CONTRACT #1

Sandra Johnson ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). Owner hereby gives permission to EFT Media Productions LLC d/b/a Evolution Media and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at: 1649 Westcliff Drive, Newport Beach, CA 92660 commencing on or about _____, (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the television program currently entitled "Botched" (the "Program") and for any additional uses as described below. Producer may use the Property until all scenes requiring the Property have been completed.

In full consideration for all the rights granted to Producer under this contract, Owner will be paid $ 500. No charges shall be payable for construction, holding or striking. All charges shall be payable upon completion of all work contemplated, unless specifically agreed by both parties, in writing, to the contrary. If Producer requires use of the Property for additional use in connection with the Program, Owner shall permit Producer to re-enter upon and again utilize the Property for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold, and payment to Owner for such additional use will be prorated from the charges above.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event will Owner be entitled to terminate this contract. Producer has no obligation to include the Property in the Program or in any other production.

NOT A CONTRACT

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all rights provided hereunder. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions.

If any controversy or claim arising out of or relating to this contract, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules", available at www.jamsadr.com, including, without limitation, the rules providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable), who is experienced in the entertainment industry and licensed to practice law in California or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein.

This contract and all matters or issues collateral thereto shall be governed by the internal, substantive law of California without regard to the conflicts of law provisions thereof.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity. Owner agrees to indemnify and hold free and harmless to the fullest extent permitted by law, Producer, its parents, subsidiaries, and affiliated and related entities, and each of their respective agents, employees, successors, licensees and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from any breach of any warranty, representation, or agreement made herein by Owner.

Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract and Owner shall immediately refund to Producer any and all sums previously paid by Producer (if any) pursuant to this contract. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect.

This is the entire contract. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract. This contract may be executed by original or electronic signature.

ACCEPTED AND AGREED:

EFT MEDIA PRODUCTIONS LLC
d/b/a EVOLUTION MEDIA
("Producer")

By: _____

Its: _____

("Owner")

By: Sandra Johnson

Business Address: Love Lola Boutique
1649 Westcliff Drive, Newport Beach, CA 92660

Phone: 949-331-5652

INITIAL PERMIT

## NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

EFT MEDIA PRODUCTIONS LLC
d/b/a EVOLUTION MEDIA
3310 W. Vanowen Street
Burbank, California 91505-1239

Participant: _____
Loc Name: _____
Shoot Date: _____ BG / RV
FOR EVOLUTION USE ONLY

LOCATION CONTRACT #1

Paul Taddeo ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). Owner hereby gives permission to EFT Media Productions LLC d/b/a Evolution Media and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at: 1807 Westcliff Drive, Newport Beach, CA 92660 commencing on or about _____, (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the television program currently entitled "Botched" (the "Program") and for any additional uses as described below. Producer may use the Property until all scenes requiring the Property have been completed.

In full consideration for all the rights granted to Producer under this contract, Owner will be paid $ 500. No charges shall be payable for construction, holding or striking. All charges shall be payable upon completion of all work contemplated, unless specifically agreed by both parties, in writing, to the contrary. If Producer requires use of the Property for additional use in connection with the Program, Owner shall permit Producer to re-enter upon and again utilize the Property for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold, and payment to Owner for such additional use will be prorated from the charges above.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled

NOT A PERMIT

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Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract and Owner shall immediately refund to Producer any and all sums previously paid by Producer (if any) pursuant to this contract. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect.

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ACCEPTED AND AGREED:

EFT MEDIA PRODUCTIONS LLC
d/b/a EVOLUTION MEDIA
("Producer")

By: _____

Its: _____

Paul Taddeo

("Owner")

By: Paul Taddeo

Business Address: Haute Cakes Caffe
1807 Westcliff Drive, Newport Beach, CA 92660

Phone: 949-233-1460

NOT A PERMIT

## NEWPORT BEACH PERMIT CONDITIONS

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- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT